

City of Pleasant Hill
Public Works and Community Development Department
Cost Recovery Agreement

This Agreement is for payment to the City of fees for application processing and plan checking and inspection services for certain land use and development projects, under the authority of the City's Master Fee Schedule. It applies to fees in the Planning Division and for Engineering Services designated in the Master Fee Schedule as hourly fees or actual costs. It does not apply to flat-fee applications nor to the building permit and related inspection fees. The deposit will be retained in a refundable deposit account until it is drawn down based on costs incurred by the City.

Project: _____

Applicant: _____ Owner, if different: _____

Property (address and parcel number): _____

Land use entitlement(s) or permit applied for: _____

City file #: _____

Initial deposit: \$_____ made on _____

This Agreement is entered into on _____, 201__ between the Owner/Applicant and the City. Owner/Applicant has applied for the land use entitlement or other permit indicated above.

1. Definitions. In this Agreement:

Department means the Public Works and Community Development Department.

Director means the Director of the Public Works and Community Development Department.

Master Fee Schedule means the City-wide Master Fee Schedule adopted by the City Council under Resolution No. 34-07 and subsequent amendments to it.

Owner/Applicant means the Property Owner and the Applicant. If they are different, it refers to both of them who are equally responsible under this Agreement.

Reimbursable costs means the costs associated with review and processing, plan checking and inspections for the application for the land use entitlement, grading or encroachment permit indicated above, and any subsequent applications related to the same project. It includes costs for:

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- services provided by any City department within the scope of the Planning Division and Engineering Services portions of the Master Fee Schedule.
- retaining professional and technical consultant services, and any other services necessary, to perform functions related to the review and processing of the application and inspection of the work (other than building inspection).
- both direct and indirect costs, including State-mandated costs.
- If additional work is required as the result of a claim, action or other legal proceeding, the cost of additional investigation, study, or document amendment (e.g., to EIR, General Plan, zoning).

2. Agreement to pay. Owner/Applicant agrees to pay to the City all reimbursable costs, as defined in Section 1. This agreement applies whether or not the application is approved. If the application is withdrawn, the Owner/Applicant shall pay the reimbursable costs incurred up to the time of withdrawal. If a decision regarding the application is appealed by the Owner/Applicant or by someone else, the Owner/Applicant shall pay for the reimbursable costs incurred.

Owner agrees that delinquent amounts shall constitute a lien on the Property and expressly consents to recordation of a notice of lien (or copy of this Agreement) against the Property regarding any delinquent amount.

3. Deposits and billing.

a. Deposits. The Owner/Applicant shall make an initial deposit in an amount determined by the Director. This amount is indicated on page 1, above.

b. Notices and Invoices. As requested by the Owner/Applicant, the City shall send a summary of the costs incurred to date. The City may also send an invoice for the balance due. Payment is due to the City within 15 days of the date of the invoice. Finance charges for overdue amounts will be assessed at the rate of 1% per month (12% per year), except as to documented disputed amounts.

c. Questions and clarification. The Owner/Applicant is responsible for contacting the City within 15 days of the receipt (or usual receipt) of the notice or invoice regarding (i) questions about the costs or supporting back-up documentation or (ii) clarification about specific charges. The Owner/Applicant's failure to do this in a timely way will result in additional charges for clerical time spent and possible finance charges for late payment.

4. City responsibilities. City agrees to review and process the application in accordance with the California Permit Streamlining Act (Gov't. Code § 65940 and following), and with the City's ordinances, standards and policies. However, City may

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suspend the review, processing and/or inspections for non-payment as provided in Section 5.

5. Consequences of failure to pay. If the Owner/Applicant fails to pay the City the amounts due, when they are due, the City may, in its discretion, do any or all of the following:

- a. Cease processing of the application or inspection of the work. Owner/Applicant here consents to waive rights under the Permit Streamlining Act if he/she is in default of this Agreement, and thus in violation of Municipal Code section 1.05.050, 11.05.050, 15.10.080, 17.20.070 and/or 18.75.050.
- b. After written notice, terminate or deny the application.
- c. After written notice, issue a stop-work order on any work begun.
- d. Withhold issuance of further plan checks, entitlements, permits, inspections, certificates or occupancy, etc.
- e. File a lien against the Property for the amounts due. (The lien shall be recorded in the same manner as a nuisance abatement lien under GC 38773.1.)
- f. File a civil action for recovery of the amounts due.
- g. Impose a continuing finance charge on the unpaid balance of 1% per month.

6. Refund of deposit. At the Owner/Applicant's request, the City shall refund any amount of deposit still held by it, and not needed for incurred costs, at the conclusion of project review and inspection, after project denial, or after the application is withdrawn.

7. Confirmation of Owner. The Owner represents that he/she is the owner of the Property. Applicant/Owner agrees to promptly notify the City in writing before any change in ownership, or change in the applicant, and to submit a written assumption of the obligations under this Agreement signed by the new owner or applicant, or both.

8. Miscellaneous.

- a. Notices. Invoices or notices shall be sent to the party at the address shown here, unless a change is submitted in writing.

(Owner)	Director of Public Works and Community Development City of Pleasant Hill 100 Gregory Lane Pleasant Hill, CA 94523-3323
(Applicant)	

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b. Legal action. In any legal action arising out of the Agreement, the prevailing party is entitled to recover its reasonable litigation expenses, including costs and attorneys fees.

Owner/Applicant Owner: _____ * Date: _____ (*Notary acknowledgement required.) Applicant (if different): _____ Date: _____	City of Pleasant Hill _____ Director of Public Works and Community Development Date: _____
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